

ONE CALL CONTRACT

PUC-11-005

STATE OF SOUTH DAKOTA CONTRACT FOR TEMPORARY ONE CALL ASSISTANCE

Agreement made and entered into this 23rd day of AUGUST, 2010,
by and between the South Dakota One Call Notification Board, a state agency, of 500 E. Capitol Ave,
Pierre, SD 57501, ("State") and Miss Utility of West Virginia, a non-profit organization, 5608 MacCorkle
Ave. SW, South Charleston, WV 25309, (MUWV).

The State hereby enters into this Agreement for services with MUWV in consideration of and pursuant to
the terms and conditions set forth.

1. MUWV will perform those services under the conditions described in the Work Plan, attached
hereto as Exhibit A and by this reference incorporated herein.

2. MUWV's services under this Agreement shall commence on August 14, 2010 and end when
One Call functions can be transferred to a permanent vendor unless otherwise terminated. The parties
anticipate the transfer shall occur within two weeks of the signing of this contract.

3. MUWV will not use State equipment, supplies or facilities. MUWV's Employer Identification
Number is 52-1225871.

4. The agreed upon rate for services performed under this Agreement is for the equal sharing of all
necessary costs for the temporary functioning of One Call Systems. Basic one call services are necessary
for the health, wellbeing and safety of South Dakota residents and for the safe provision of utilities. The
parties to this contract agree to share all costs associated with said basic services to protect their respective
residents. MUWV agrees to directly pay all such costs. The State agrees, after receipt of an itemized
invoice, to pay its share of all such costs. The itemized invoice shall specify, the total costs incurred and
payments rendered along with the State's share of the same. The TOTAL CONTRACT AMOUNT is an
amount not to exceed \$45,000 (~~thirty~~ forty-five thousand dollars). Payment will be made by State to MUWV within
five days of receipt of an itemized invoice. Forty-Five

5. Nothing in the Agreement shall be construed as an indemnification by one party of the other for
liabilities of a party or third persons for property loss or damages or death or personal injury arising out of
the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury
by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this
Agreement shall be determined according to applicable law.

6. While performing services hereunder, MUWV is an independent contractor and not an officer,
agent, or employee of the State of South Dakota.

7. MUWV agrees to report to the State any event encountered in the course of performance of this
Agreement which results in injury to the person or property of third parties, or which may otherwise subject
MUWV or the State to liability. MUWV shall report any such event to the State immediately upon
discovery.

MUWV's obligation under this section shall only be to report the occurrence of any event to the State and
to make any other report provided for by their duties or applicable law. MUWV's obligation to report shall
not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-
client communications). Reporting to the State under this section shall not excuse or satisfy any obligation
of MUWV to report any event to law enforcement or other entities under the requirements of any
applicable law.

8. This Agreement may be terminated by either party hereto upon two business days written
notice. In the event the MUWV breaches any of the terms or conditions hereof, this Agreement may be
terminated by the State at any time with or without notice. If MUWV no longer requires services from One

Call Systems, it may, at its own discretion, continue to directly pay all costs of the temporary call center and remit itemized invoices to the State for the same. If the State has not otherwise terminated the contract, it will continue to pay said invoices under the terms and conditions specified in this contract.

9. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

11. MUWV will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

12. MUWV may not use subcontractors to perform the services described herein without the express prior written consent of the State. Employees of One Call Systems, Inc. will remain as employees of One Call Systems, Inc., and may be utilized by MUWV to provide the necessary interim services required to maintain one call services in both states to ensure public safety. These employees are not to be considered as subcontractors in violation of this paragraph.

13. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Larry Janes on behalf of the State, and by Arden Swecker, on behalf of MUWV, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

14. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

15. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

BY: [Signature]
(NAME)

Chairman - SD one call
(TITLE AND AGENCY)

8-23-10
(DATE)

MUWV

BY: [Signature]
(NAME)

PRESIDENT
(TITLE)

8/23/10
(DATE)

WORK PLAN

The South Dakota One Call Notification Board (herein Board) intends to enter into a short term agreement with Miss Utility of West Virginia (MUWV) to assist in the maintenance and continuance of South Dakota One Call data and call center activities. Both parties to this agreement recognize the value of continued call center operations to ensure proper notification of facility operators of excavation activity in proximity to their underground facilities. Public safety and member efficiencies are best accomplished by the mutual sharing of costs necessary to maintain call center operations.

MUWV and Board agree to cooperate, in good faith, in continuing the operations of one call services at the Pittsburgh offices of One Call Systems, Inc.

The parties agree to share costs, including but not limited to: payroll costs of operators necessary to continue call processing, billing and the provisioning of transition information, and any other costs associated with day to day business.

Any funds recovered, paid or released through any pending legal process, through any creditor claiming interest, or by any other means that ultimately pays for any of the day to day business activity of One Call Systems, Inc. shall equally set off the sums paid by the parties to this contract for the same.

